

# EXHIBIT A

59528

Filed: 7/31/2018 2:26 PM  
 Dana Hogg, District Clerk  
 Hardin County, Texas  
 By: Julie Theal

## CIVIL CASE INFORMATION SHEET

CAUSE NUMBER (FOR CLERK USE ONLY): 59528

COURT (FOR CLERK USE ONLY): 356TH

STYLED South Hampton Resources, Inc. v. Tulsa Heaters, Inc.

(e.g., John Smith v. All American Insurance Co; In re Mary Ann Jones; In the Matter of the Estate of George Jackson)

A civil case information sheet must be completed and submitted when an original petition or application is filed to initiate a new civil, family law, probate, or mental health case or when a post-judgment petition for modification or motion for enforcement is filed in a family law case. The information should be the best available at the time of filing. This sheet, approved by the Texas Judicial Council, is intended to collect information that will be used for statistical purposes only. It neither replaces nor supplements the filings or service of pleading or other documents as required by law or rule. The sheet does not constitute a discovery request, response, or supplementation, and it is not admissible at trial.

1. Contact information for person completing case information sheet:		Names of parties in case:		Person or entity completing sheet is:	
Name:	Email:	Plaintiff(s)/Petitioner(s):	<input checked="" type="checkbox"/> Attorney for Plaintiff/Petitioner <input type="checkbox"/> Pro Se Plaintiff/Petitioner <input type="checkbox"/> Title IV-D Agency <input type="checkbox"/> Other:		
Charles W. Goehringer, Jr.	cwgoehringer@germer.com	South Hampton Resources, Inc.			
Address:	Telephone:	Defendant(s)/Respondent(s):	Additional Parties in Child Support Case:		
550 Fannin St., Ste. 400	(409) 654-6700	Tulsa Heaters, Inc.	Custodial Parent:		
City/State/Zip:	Fax:		Non-Custodial Parent:		
Beaumont, TX 77701	(409) 835-2115		Presumed Father:		
Signature:	State Bar No:	[Attach additional page as necessary to list all parties]			
<i>Charles W. Goehringer, Jr.</i>	00793817				
2. Indicate case type, or identify the most important issue in the case (select only 1):					
Civil			Family Law		
<b>Contract</b> <input type="checkbox"/> Consumer/DTPA <input checked="" type="checkbox"/> Debt/Contract <input type="checkbox"/> Fraud/Misrepresentation <input type="checkbox"/> Other Debt/Contract: <b>Foreclosure</b> <input type="checkbox"/> Home Equity—Expedited <input type="checkbox"/> Other Foreclosure <input type="checkbox"/> Franchise <input type="checkbox"/> Insurance <input type="checkbox"/> Landlord/Tenant <input type="checkbox"/> Non-Competition <input type="checkbox"/> Partnership <input type="checkbox"/> Other Contract:	<b>Injury or Damage</b> <input type="checkbox"/> Assault/Battery <input type="checkbox"/> Construction <input type="checkbox"/> Defamation <b>Malpractice</b> <input type="checkbox"/> Accounting <input type="checkbox"/> Legal <input type="checkbox"/> Medical <input type="checkbox"/> Other Professional Liability: <input type="checkbox"/> Motor Vehicle Accident <input type="checkbox"/> Premises <b>Product Liability</b> <input type="checkbox"/> Asbestos/Silica <input type="checkbox"/> Other Product Liability List Product: <input type="checkbox"/> Other Injury or Damage:	<b>Real Property</b> <input type="checkbox"/> Eminent Domain/Condemnation <input type="checkbox"/> Partition <input type="checkbox"/> Quiet Title <input type="checkbox"/> Trespass to Try Title <input type="checkbox"/> Other Property: <b>Related to Criminal Matters</b> <input type="checkbox"/> Expunction <input type="checkbox"/> Judgment Nisi <input type="checkbox"/> Non-Disclosure <input type="checkbox"/> Seizure/Forfeiture <input type="checkbox"/> Writ of Habeas Corpus—Pre-indictment <input type="checkbox"/> Other:	<b>Marriage Relationship</b> <input type="checkbox"/> Annulment <input type="checkbox"/> Declare Marriage Void <b>Divorce</b> <input type="checkbox"/> With Children <input type="checkbox"/> No Children <b>Other Family Law</b> <input type="checkbox"/> Enforce Foreign Judgment <input type="checkbox"/> Habeas Corpus <input type="checkbox"/> Name Change <input type="checkbox"/> Protective Order <input type="checkbox"/> Removal of Disabilities of Minority <input type="checkbox"/> Other:	<b>Post-judgment Actions (non-Title IV-D)</b> <input type="checkbox"/> Enforcement <input type="checkbox"/> Modification—Custody <input type="checkbox"/> Modification—Other <b>Title IV-D</b> <input type="checkbox"/> Enforcement/Modification <input type="checkbox"/> Paternity <input type="checkbox"/> Reciprocity (UIFSA) <input type="checkbox"/> Support Order <b>Parent-Child Relationship</b> <input type="checkbox"/> Adoption/Adoption with Termination <input type="checkbox"/> Child Protection <input type="checkbox"/> Child Support <input type="checkbox"/> Custody or Visitation <input type="checkbox"/> Gestational Parenting <input type="checkbox"/> Grandparent Access <input type="checkbox"/> Parentage/Paternity <input type="checkbox"/> Termination of Parental Rights <input type="checkbox"/> Other Parent-Child:	
<b>Employment</b> <input type="checkbox"/> Discrimination <input type="checkbox"/> Retaliation <input type="checkbox"/> Termination <input type="checkbox"/> Workers' Compensation <input type="checkbox"/> Other Employment:		<b>Other Civil</b> <input type="checkbox"/> Administrative Appeal <input type="checkbox"/> Antitrust/Unfair Competition <input type="checkbox"/> Code Violations <input type="checkbox"/> Foreign Judgment <input type="checkbox"/> Intellectual Property <input type="checkbox"/> Lawyer Discipline <input type="checkbox"/> Perpetuate Testimony <input type="checkbox"/> Securities/Stock <input type="checkbox"/> Tortious Interference <input type="checkbox"/> Other:			
<b>Tax</b> <input type="checkbox"/> Tax Appraisal <input type="checkbox"/> Tax Delinquency <input type="checkbox"/> Other Tax		<b>Probate &amp; Mental Health</b> <b>CERTIFIED</b> Probate/Wills/Intestate Administration <input type="checkbox"/> Dependent Administration <input type="checkbox"/> Independent Administration <input type="checkbox"/> Other Estate Proceedings <input type="checkbox"/> Guardianship—Adult <input type="checkbox"/> Guardianship—Minor <input type="checkbox"/> Mental Health <input type="checkbox"/> Other:			
3. Indicate procedure or remedy, if applicable (may select more than 1):					
<input type="checkbox"/> Appeal from Municipal or Justice Court <input type="checkbox"/> Arbitration-related <input type="checkbox"/> Attachment <input type="checkbox"/> Bill of Review <input type="checkbox"/> Certiorari <input type="checkbox"/> Class Action		<input type="checkbox"/> Declaratory Judgment <input type="checkbox"/> Garnishment <input type="checkbox"/> Interpleader <input type="checkbox"/> License <input type="checkbox"/> Mandamus <input type="checkbox"/> Post-judgment		<input type="checkbox"/> Prejudgment Remedy <input type="checkbox"/> Protective Order <input type="checkbox"/> Receiver <input type="checkbox"/> Sequestration <input type="checkbox"/> Temporary Restraining Order/Injunction <input type="checkbox"/> Turnover	

By Deputy:



59528

Filed: 7/31/2018 2:26 PM  
 Dana Hogg, District Clerk  
 Hardin County, Texas  
 By: Julie Theal

DANA HOGG  
 HARDIN COUNTY DISTRICT CLERK



P.O. Box 2997  
 Kountze, Texas 77625

Phone: 409-246-5150  
 Fax: 409-246-5288  
 dana.hogg@co.hardin.tx.us

### REQUEST PROCESS OF SERVICE SHEET

Please use this form when requesting issuance types as listed below through the e-filing system.

- ◆ This completed form MUST be filed as a separate **LEAD** document when e-filing.
- ◆ Select the type of issuance using the "*Optional Services*" section on the e-filing screen.
- ◆ If service is required, you must add the "*Copy Fee non-certified*" and enter the number of pages that the clerk's office needs to print (Ex: Petition is 5 pages, 3 citations are requested; 5 x 3 = 15 pages to be printed by the clerk's office) through the optional services section on the e-filing screen.

Cause # 59528 Document to be attached: Plaintiff South Hampton Resources, Inc.'s Original Petition

Style of Case: South Hampton Resources, Inc.

vs. Tulsa Heaters, Inc.

### Please select the type and quantity of issuance(s) requested:

ISSUANCE FEES			HARDIN COUNTY SHERIFF SERVICE FEES		
Type	Amt	Quantity	Type	Amt	Quantity
Abstract of Judgment	\$8		Citation – Personal Service	\$100	
Capias/Bench Warrant	\$8		Citation – Posting	\$50	
Citations	\$8		Citation – Publication Name of Newspaper _____	\$100	
Citation by Certified Mail (includes preparation cost of citation)				\$108	1
Notices	\$8		Subpoena	\$100	
Precept/Show Cause	\$8		TRO/Protective Order	\$100	
TRO/Protective Order	\$8		Writ - Sequestration / Execution	\$200	
Writs – ALL TYPES	\$8		Writs of Possession	\$150	
			Writs-Attachment / Garnishment	\$100	

**\*\* Note: PUBLICATION COSTS** – If publication is requested through the newspaper, there will be an additional cost from the newspaper for the publication.

Name of party to be served: Tulsa Heaters, Inc., registered agent, Barber & Bartz, A Professional Corporation

I, DANA HOGG, District Clerk in and for HARDIN COUNTY, TEXAS, do hereby certify that the foregoing is a true and correct copy as same appears on record in my office.

Address for Service: 525 S. Main Street, Suite 800 Apt: \_\_\_\_\_

City: Tulsa State: OK Zip: 74103

Requesting atty/pro se: Charles W. Goshinger, Jr. Phone: (409) 654-6700

Witness my Hand and Seal of Office, this 27 day of August, 2018.

**Please attach additional pages if there are additional parties to be served**

\*\*\* Check one of the options below for your preferred method of service \*\*\*

☐ Deliver to HC Sheriff ☐ Return via e-mail/e-file (email address: \_\_\_\_\_)

By Deputy: ☐ Return via mail (must pay for postage under optional services on e-file) ☐ To be held by clerk for pick-up



**HARDIN COUNTY CIVIL CASE SUMMARY - PLEADINGS ONLY**  
**CAUSE # 59528**

=====

**SOUTH HAMPTON RESOURCES, INC.      ATTORNEY: GOEHRINGER JR., CHARLES W.**  
**P O BOX 4915**  
**BEAUMONT, TX 77704**  
**(409)654-6700**

**--VS.--**

**TULSA HEATERS, INC.      ATTORNEY:**

**CAUSE OF ACTION: DEBT/CONTRACT - DEBT/CONTRACT**  
**FILE DATE: 07/31/2018**

=====

<b>DATE</b>	<b>NATURE OF PROCEEDINGS</b>	<b>AMOUNT USER</b>
	<b>REMARKS</b>	
07/31/2018	CIV PETITION FILING CODE CHOSEN, FILING DESCRIPTION-PLAINTIFF SOUTH HAMPTON RESOURCES, INC.'S ORIGINAL PETITION	\$277.00 JTHE
07/31/2018	JURY FEE	\$40.00 JTHE
07/31/2018	COPIES NON-CERTIFIED	\$6.00 JTHE
07/31/2018	ISSUE CITATION CERTIFIED MAIL MAILED TO TULSA HEATERS, INC.-07.31.18	\$108.00 JTHE
07/31/2018	CASE INFORMATION SHEET CIVIL CASE INFORMATION SHEET	\$0.00 JTHE
07/31/2018	REQUEST REQUEST PROCESS OF SERVICE SHEET	\$0.00 JTHE
07/31/2018	COURT SERVICE FEES	\$2.00 JTHE
07/31/2018	RECEIPT ISSUED 281513	\$433.00 JTHE
08/07/2018	GREEN CARD-C/M RETURN TULSA HEATERS---SVD 8.6.18	\$0.00 TMOR

**TOTAL PLEADINGS LISTED: 9**

**CERTIFIED**

I, DANA HOGG, District Clerk in and for HARDIN  
COUNTY, TEXAS, do hereby certify that the  
foregoing is a true and correct copy as same  
appears on record in my office.

Witness my Hand and Seal of Office, this the  
27 day of August, 2018.

DANA HOGG, DISTRICT CLERK  
HARDIN COUNTY, TEXAS

By Deputy: \_\_\_\_\_





59528

CAUSE NO. 59528

SOUTH HAMPTON RESOURCES, INC.	§	IN THE DISTRICT COURT
<i>Plaintiff,</i>	§	
	§	
V.	§	<u>356TH</u> JUDICIAL DISTRICT
	§	
TULSA HEATERS, INC.	§	
<i>Defendant.</i>	§	HARDIN COUNTY, TEXAS

**PLAINTIFF SOUTH HAMPTON RESOURCES, INC.'S ORIGINAL PETITION**

**TO THE HONORABLE JUDGE OF SAID COURT:**

COMES NOW, Plaintiff SOUTH HAMPTON RESOURCES, INC., and files this Original Petition against TULSA HEATERS, INC., and would respectfully show as follows:

**I.**

**DISCOVERY-CONTROL PLAN**

1. Plaintiff intends to conduct discovery under Level 2 of Texas Rule of Civil Procedure 190.3.

**II.**

**PARTIES**

2. Plaintiff SOUTH HAMPTON RESOURCES, INC. ("SHR" or "Plaintiff"), is a Texas Corporation with its principal place of business in Silsbee, Hardin County, Texas.
3. Defendant TULSA HEATERS, INC. ("Tulsa Heaters" or "Defendant"), is an Oklahoma corporation with a principal address of 1215 S Boulder, Suite 1100 in Tulsa, Oklahoma 74119. Tulsa Heaters does not maintain a registered agent in Texas, but may be served with process by serving its registered agent, Barber & Bartz, a Professional Corporation, 525 S Main St #800, Tulsa, Oklahoma 74103, or wherever else they may be found. **CITATION AND SERVICE OF PROCESS ARE REQUESTED AT THIS TIME.**

**III.**

**JURISDICTION AND VENUE**

4. The Court has subject-matter jurisdiction over this lawsuit because the amount in controversy exceeds this Court's minimum jurisdictional requirements.



5. Venue is permissive in Hardin County, Texas under Texas Civil Practice & Remedies Code § 15.0035(a) because this is a suit for breach of a contract and Hardin county is where the contract was to be performed. In addition, venue is proper in Hardin County under Texas Civil Practice & Remedies Code §15.002 because all or a substantial part of the events or omissions occurred in Hardin County, Texas.

**IV.**  
**FACTS**

6. On or about June 20, 2016, Tulsa Heaters and SHR entered into a contract, wherein Tulsa Heaters agreed to provide six (6) new Aromax II Heaters ("the heaters" or "the heaters at issue") for installation at SHR's Silsbee, Texas facility. SHR paid Tulsa Heaters \$2,271,400.00 for the heaters.
7. Before placing the heaters into service, SHR performed a cleaning procedure as part of the metal protection treatment ("MPT") that involved acid washing the process coils in the heaters. Numerous leaks were observed during this cleaning procedure. SHR specifically contracted with Tulsa Heaters to provide heaters that could undergo the MPT. Had SHR placed the heaters into service in their as-built condition, it is very likely that a significant fire or explosion would have occurred due to the numerous defective welds which would have allowed hydrocarbons from inside the heater tubes to leak into the flame side of the heaters.
8. SHR submitted samples of the leaking coils to a third-party consultant, Mistras Group, Lab #565, to determine the cause of the leaks. In its October 27, 2017 report, Mistras Group concluded, among other factors, that the leaks and resulting corrosion damages were the result of a "localized alloy dilution associated with tack-welds executed using an improper consumable." In other words, Tulsa Heaters tack-welded the heater tubes using incorrect weld material.
9. SHR has incurred numerous costs and expenses as a result of the heaters' defective welds and Tulsa Heaters' use of improper consumables, in addition to significant delay damages and lost



10. profits from being unable to start-up the heaters at issue as originally scheduled. SHR incurred the following costs and expenses, all of which were reasonable and necessary, and caused directly by Tulsa Heaters' breach of contract and breach of warranty:
  - a. Expenses related to the MPT process for the heaters after weld repairs were made;
  - b. Expenses from having personnel and equipment remain on-site longer than originally intended, making the area safe for personnel to enter, inspecting and making repairs, and redesigning faulty connections;
  - c. Costs of installing scaffolding inside the heaters to facilitate the weld inspection and repair;
  - d. Expenses related to removing the heaters' manifolds for inspection and repair and removing piping sections for metallurgical testing; and
  - e. Expenses related to inspection of welds made by Tulsa Heaters and x-raying weld repairs performed by Tulsa Heaters and its subcontractor.
11. SHR provided written notice and demand of its claim under the contract to Tulsa Heaters on May 23, 2018. To date, SHR has not been reimbursed for the costs and expenses it incurred as a result of Tulsa Heaters' breach of contract and breach of warranty.

**V.**

**COUNT 1 – BREACH OF CONTRACT**

12. SHR incorporates the foregoing paragraphs.
13. SHR and Tulsa Heaters entered into a valid and enforceable written contract, wherein Tulsa Heaters agreed to provide the heaters at issue in accordance with the specifications provided by SHR.
14. Tulsa Heaters provided heaters with numerous defective welds which resulted in leaks that rendered the heaters at issue useless and dangerous. Tulsa Heaters' failure to abide by the terms of the parties' agreement constitutes a material breach of contract.
15. To date, SHR has been injured and damaged as a result of Tulsa Heaters' breach in the amount of at least \$750,000.00. SHR is also entitled to recover reasonable and necessary attorneys' fees pursuant to Texas Civil Practice & Remedies Code Chapter 38 and the contract, as well as costs





of court and pre and post judgment interest. SHR retained counsel and presented its claim to Tulsa Heaters, which was not paid within thirty (30) days of when the claim was presented.

**VI.**

**COUNT 2 – BREACH OF WARRANTY**

16. SHR incorporates the foregoing paragraphs.
17. SHR and Tulsa Heaters entered into a valid and enforceable written contract, wherein Tulsa Heaters warranted that the heaters would be free from defects and would be built in accordance with the specifications provided by SHR.
18. Tulsa Heaters breached that warranty by providing heaters with defective welds, which resulted in numerous leaks that rendered the heaters at issue useless and dangerous.
19. As a result of Tulsa Heaters' breach of warranty, SHR has incurred damages in an amount of at least \$750,000.00.

**VII.**

**ATTORNEY FEES**

20. SHR is entitled to recover reasonable and necessary attorney fees under Texas Civil Practice and Remedies Code Chapter 38 and the contract because this is a suit for breach of a written contract.

**VIII.**

**CONDITIONS PRECEDENT**

21. All conditions precedent to SHR's claim for relief have been performed or have occurred.

**IX.**

**JURY DEMAND**

22. SHR demands a jury trial and tenders the appropriate fee with this Original Petition.

**X.**

**REQUEST FOR DISCLOSURE**

23. Under Texas Rule of Civil Procedure 194, SHR requests that Tulsa Heaters disclose, within fifty (50) days of the service of this request, the information or material described in Rule 194.2.





**XI.**  
**PRAYER**

WHEREFORE, PREMISES CONSIDERED, Plaintiff **SOUTH HAMPTON RESOURCES, INC.** asks this Court to issue citation for Defendant Tulsa Heaters, Inc. to appear and answer, and that SHR be awarded a judgment against Tulsa Heaters for its actual damages, court costs, attorney fees and all other relief to which it is legally or equitably entitled.

Respectfully submitted,

**GERMER PLLC**

By: /s/ Charles W. Goehringer, Jr.  
Charles W. Goehringer, Jr.  
State Bar No. 00793817  
[cwgoehringer@germer.com](mailto:cwgoehringer@germer.com)  
Hunter S. Davidson  
State Bar No. 24097573  
[hdauidson@germer.com](mailto:hdauidson@germer.com)  
Post Office Box 4915  
Beaumont, TX 77704-4915  
(409) 654-6700 – Telephone  
(409) 835-2115 – Facsimile

**ATTORNEYS FOR PLAINTIFF  
SOUTH HAMPTON RESOURCES, INC.**

**CERTIFIED**

I, **DANA HOGG, District Clerk in and for HARDIN COUNTY, TEXAS**, do hereby certify that the foregoing is a true and correct copy as same appears on record in my office.

Witness my Hand and Seal of Office, this 24 day of August, 2018.

**DANA HOGG, DISTRICT CLERK  
HARDIN COUNTY, TEXAS**

By Deputy: \_\_\_\_\_



59528

CAUSE NO. 59528

SOUTH HAMPTON RESOURCES, INC.	§	IN THE DISTRICT COURT
<i>Plaintiff,</i>	§	
	§	
V.	§	<u>356TH</u> JUDICIAL DISTRICT
	§	
TULSA HEATERS, INC.	§	
<i>Defendant.</i>	§	HARDIN COUNTY, TEXAS

**PLAINTIFF SOUTH HAMPTON RESOURCES, INC.'S ORIGINAL PETITION****TO THE HONORABLE JUDGE OF SAID COURT:**

COMES NOW, Plaintiff **SOUTH HAMPTON RESOURCES, INC.**, and files this Original Petition against **TULSA HEATERS, INC.**, and would respectfully show as follows:

**I.****DISCOVERY-CONTROL PLAN**

1. Plaintiff intends to conduct discovery under Level 2 of Texas Rule of Civil Procedure 190.3.

**II.****PARTIES**

2. Plaintiff **SOUTH HAMPTON RESOURCES, INC.** ("SHR" or "Plaintiff"), is a Texas Corporation with its principal place of business in Silsbee, Hardin County, Texas.
3. Defendant **TULSA HEATERS, INC.** ("Tulsa Heaters" or "Defendant"), is an Oklahoma corporation with a principal address of 1215 S Boulder, Suite 1100 in Tulsa, Oklahoma 74119. Tulsa Heaters does not maintain a registered agent in Texas, but may be served with process by serving its registered agent, Barber & Bartz, a Professional Corporation, 525 S Main St #800, Tulsa, Oklahoma 74103, or wherever else they may be found. **CITATION AND SERVICE OF PROCESS ARE REQUESTED AT THIS TIME.**

**III.****JURISDICTION AND VENUE**

4. The Court has subject-matter jurisdiction over this lawsuit because the amount in controversy exceeds this Court's minimum jurisdictional requirements.

5. Venue is permissive in Hardin County, Texas under Texas Civil Practice & Remedies Code § 15.0035(a) because this is a suit for breach of a contract and Hardin county is where the contract was to be performed. In addition, venue is proper in Hardin County under Texas Civil Practice & Remedies Code §15.002 because all or a substantial part of the events or omissions occurred in Hardin County, Texas.

#### **IV.** **FACTS**

6. On or about June 20, 2016, Tulsa Heaters and SHR entered into a contract, wherein Tulsa Heaters agreed to provide six (6) new Aromax II Heaters ("the heaters" or "the heaters at issue") for installation at SHR's Silsbee, Texas facility. SHR paid Tulsa Heaters \$2,271,400.00 for the heaters.
7. Before placing the heaters into service, SHR performed a cleaning procedure as part of the metal protection treatment ("MPT") that involved acid washing the process coils in the heaters. Numerous leaks were observed during this cleaning procedure. SHR specifically contracted with Tulsa Heaters to provide heaters that could undergo the MPT. Had SHR placed the heaters into service in their as-built condition, it is very likely that a significant fire or explosion would have occurred due to the numerous defective welds which would have allowed hydrocarbons from inside the heater tubes to leak into the flame side of the heaters.
8. SHR submitted samples of the leaking coils to a third-party consultant, Mistras Group, Lab #565, to determine the cause of the leaks. In its October 27, 2017 report, Mistras Group concluded, among other factors, that the leaks and resulting corrosion damages were the result of a "localized alloy dilution associated with tack-welds executed using an improper consumable." In other words, Tulsa Heaters tack-welded the heater tubes using incorrect weld material.
9. SHR has incurred numerous costs and expenses as a result of the heaters' defective welds and Tulsa Heaters' use of improper consumables, in addition to significant delay damages and lost



10. profits from being unable to start-up the heaters at issue as originally scheduled. SHR incurred the following costs and expenses, all of which were reasonable and necessary, and caused directly by Tulsa Heaters' breach of contract and breach of warranty:
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  - b. Expenses from having personnel and equipment remain on-site longer than originally intended, making the area safe for personnel to enter, inspecting and making repairs, and redesigning faulty connections;
  - c. Costs of installing scaffolding inside the heaters to facilitate the weld inspection and repair;
  - d. Expenses related to removing the heaters' manifolds for inspection and repair and removing piping sections for metallurgical testing; and
  - e. Expenses related to inspection of welds made by Tulsa Heaters and x-raying weld repairs performed by Tulsa Heaters and its subcontractor.
11. SHR provided written notice and demand of its claim under the contract to Tulsa Heaters on May 23, 2018. To date, SHR has not been reimbursed for the costs and expenses it incurred as a result of Tulsa Heaters' breach of contract and breach of warranty.

**V.**

**COUNT 1 – BREACH OF CONTRACT**

12. SHR incorporates the foregoing paragraphs.
13. SHR and Tulsa Heaters entered into a valid and enforceable written contract, wherein Tulsa Heaters agreed to provide the heaters at issue in accordance with the specifications provided by SHR.
14. Tulsa Heaters provided heaters with numerous defective welds which resulted in leaks that rendered the heaters at issue useless and dangerous. Tulsa Heaters' failure to abide by the terms of the parties' agreement constitutes a material breach of contract.
15. To date, SHR has been injured and damaged as a result of Tulsa Heaters' breach in the amount of at least \$750,000.00. SHR is also entitled to recover reasonable and necessary attorneys' fees pursuant to Texas Civil Practice & Remedies Code Chapter 38 and the contract, as well as costs

of court and pre and post judgment interest. SHR retained counsel and presented its claim to Tulsa Heaters, which was not paid within thirty (30) days of when the claim was presented.

**VI.**

**COUNT 2 – BREACH OF WARRANTY**

16. SHR incorporates the foregoing paragraphs.
17. SHR and Tulsa Heaters entered into a valid and enforceable written contract, wherein Tulsa Heaters warranted that the heaters would be free from defects and would be built in accordance with the specifications provided by SHR.
18. Tulsa Heaters breached that warranty by providing heaters with defective welds, which resulted in numerous leaks that rendered the heaters at issue useless and dangerous.
19. As a result of Tulsa Heaters' breach of warranty, SHR has incurred damages in an amount of at least \$750,000.00.

**VII.**

**ATTORNEY FEES**

20. SHR is entitled to recover reasonable and necessary attorney fees under Texas Civil Practice and Remedies Code Chapter 38 and the contract because this is a suit for breach of a written contract.

**VIII.**

**CONDITIONS PRECEDENT**

21. All conditions precedent to SHR's claim for relief have been performed or have occurred.

**IX.**

**JURY DEMAND**

22. SHR demands a jury trial and tenders the appropriate fee with this Original Petition.

**X.**

**REQUEST FOR DISCLOSURE**

23. Under Texas Rule of Civil Procedure 194, SHR requests that Tulsa Heaters disclose, within fifty (50) days of the service of this request, the information or material described in Rule 194.2.

**XI.**  
**PRAYER**

WHEREFORE, PREMISES CONSIDERED, Plaintiff **SOUTH HAMPTON RESOURCES, INC.** asks this Court to issue citation for Defendant Tulsa Heaters, Inc. to appear and answer, and that SHR be awarded a judgment against Tulsa Heaters for its actual damages, court costs, attorney fees and all other relief to which it is legally or equitably entitled.

Respectfully submitted,

**GERMER PLLC**

By: /s/ Charles W. Goehring, Jr.

Charles W. Goehring, Jr.

State Bar No. 00793817

cwgoehring@germer.com

Hunter S. Davidson

State Bar No. 24097573

hdayidson@germer.com

Post Office Box 4915

Beaumont, TX 77704-4915

(409) 654-6700 – Telephone

(409) 835-2115 – Facsimile

**ATTORNEYS FOR PLAINTIFF**  
**SOUTH HAMPTON RESOURCES, INC.**



**CIVIL CITATION  
THE STATE OF TEXAS**

**CAUSE NO: 59528**

**SOUTH HAMPTON RESOURCES, INC.  
VS.  
TULSA HEATERS, INC.**

§ 356TH JUDICIAL DISTRICT COURT  
§  
§ COUNTY OF HARDIN

**NOTICE TO DEFENDANT:** *"You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10:00 A.M. on the Monday next following the expiration of 20 days after you were served this citation and petition, a Default Judgment may be taken against you."*

**TO: TULSA HEATERS, INC., REGISTERED AGENT BARBER & BARTZ, A PROFESSIONAL CORPORATION  
525 S. MAIN STREET, SUITE 800  
TULSA, OK 74103**

Defendant, in the hereinafter styled and numbered cause: 59528

You are hereby commanded to appear before 356TH JUDICIAL DISTRICT COURT of HARDIN COUNTY, TEXAS to be held at the courthouse located at 300 Monroe St. of said County in the City of Kountze, Hardin County, Texas, by filing a written answer to the Plaintiff's Original Petition at or before 10:00 A.M. of the Monday next after the expiration of 20 days after the date of service hereof, a copy of which accompanies this citation, in cause number **59528** styled:

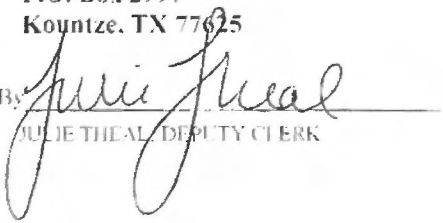
**SOUTH HAMPTON RESOURCES, INC.  
VS.  
TULSA HEATERS, INC.**

Said Petition was filed in said court on 31st day of July, 2018 by CHARLES W. GOEHRINGER JR., Attorney for Plaintiff, whose address is P O BOX 4915, BEAUMONT, TX 77704.

ISSUED AND GIVEN UNDER MY HAND AND SEAL OF SAID COURT AT KOUNTZE, TEXAS, ON THIS THE 31st day of July, 2018.



**Dana Hogg  
District Clerk  
Hardin County, Texas  
P.O. Box 2997  
Kountze, TX 77625**

By   
JULIE THEAL, DEPUTY CLERK

**OFFICER'S CERTIFIED MAIL RETURN**

Came to hand on the 31ST day of JULY, 2018 at 02:26 o'clock P.M. and executed at 03:15 o'clock PM on the 31ST day of JULY, 2018, by mailing to the within named TULSA HEATERS, INC., REGISTERED AGENTM BARBER & BARTZ, A PROFESSIONAL CORPORATION, certified mail, return receipt requested with restricted delivery a true copy of this citation together with an attached copy of Plaintiff's Petition to the following address:

525 S. MAIN ST. SUITE 800, TULSA, OK, 74103

USPS#: 97 7199 9991 7039 6891 3701

Service upon the Defendant is evidenced by the return receipt hereto attached and signed by

\_\_\_\_\_ and dated: \_\_\_\_\_

☐ This Citation was not executed for the following reason:

TO CERTIFY WHICH WITNESS MY HAND OFFICIALLY,

Fee\$ \_\_\_\_\_

\_\_\_\_\_  
District Clerk / Officer / Sheriff  
Hardin County, Texas

By \_\_\_\_\_ Deputy